

**NORTHAMPTON PUBLIC SCHOOLS
Northampton, Massachusetts**

EMPLOYMENT CONTRACT

This Agreement, made as of July 1, 2017, by and between the Northampton School Committee, hereinafter referred to as the "Committee," and John Provost, hereinafter referred to as the "Superintendent." This contract is for the sixty (60) month term beginning July 1, 2017 through June 30, 2022.

- I. **EMPLOYMENT:** The Committee hereby employs John Provost as the Superintendent of the public schools of the City of Northampton, and the Superintendent hereby accepts employment in accord with terms set forth herein.
- II. **TERM:** The Superintendent shall be employed for sixty (60) months from July 1, 2017 through June 30, 2022.
 - A. This Agreement shall commence July 1, 2017 and shall terminate June 30, 2022. This Agreement specifically excludes any rollover provision.
 - B. The Superintendent shall notify the Committee, in writing, on or before June 1, 2021, as to whether or not the Superintendent wishes to commence negotiations for a successor Agreement.
 - C. The Committee, on or before June 30, 2021, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Said notice of the school committee's intent must be given by certified mail, return receipt requested, to the Superintendent at his address of record. If the school committee does not wish to commence negotiations for a successor agreement, this Agreement shall terminate, as herein before provided, on June 30, 2022, and as of such date the Superintendent's employment shall terminate.
 - D. In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor Agreement, the parties hereto shall meet and shall attempt to conclude negotiations by April 1, 2022.
 - E. Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2022 (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.
- III. **RESPONSIBILITIES/DUTIES:** Administration of Schools
The administration of school policy set by the Committee pursuant to M.G.L. C 71 4 §37 I and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c.71 §59. The parties hereto agree that:
 - A. The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer,

promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District consistent with State Law and contract obligations.

- B. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the "School District" shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or his staff under his direction. The District may conduct an audit of all books and accounts as of the Superintendent's first date of employment.
 - C. The Superintendent and/or his designees shall attend all regular and special meetings of the School Committee and all subcommittee meetings thereof, except as otherwise directed or requested by the Committee. The Superintendent shall be consulted and have the right to speak on issues before the School Committee and have a seat at the Committee table.
 - D. Criticisms, complaints, and suggestions from parents, staff, and administrators which are called to the attention of the Committee shall be promptly referred to the Superintendent in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.
 - E. The Superintendent and the Committee will endeavor to approve and adopt such rules, regulations, or policies for the administration of the schools as are consistent with federal and state law.
 - F. The Superintendent shall serve as a Trustee of the Smith Vocational and Agricultural High School as part of his responsibilities as Superintendent.
 - G. It is agreed by the Superintendent that he will furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the Commonwealth of Massachusetts as directed by the School Committee. The Superintendent agrees to devote his full time, skill, labor and attention to said employment during the term of this contract, provided however that the Superintendent by agreement with the Committee may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.
- IV. SALARY: In consideration of an annual salary, the Superintendent agrees to perform faithfully the duties of Superintendent of Schools. The annual salary shall be paid in biweekly installments in accordance with the policy of the Committee governing payment of the other professional staff members in the District.
- A. The annual salary shall be \$158,700 for the period from July 1, 2017 through June 30, 2018, \$163,100 for the period from July 1, 2018 through June 30, 2019, \$167,000 for the period from July 1, 2019 through June 30, 2020, \$172,200 for the period from July 1, 2020 through June 30, 2021, and \$176,900 for the period from July 1, 2021 through June 30, 2022.

- B. The annual salary for the second, third, fourth, and fifth years during which this contract is in effect shall be contingent upon the Superintendent receiving an annual overall rating of "proficient" or higher from the School Committee on their prior year's evaluation.

V. OTHER BENEFITS

- A. **REIMBURSEMENT EXPENSES:** The Superintendent shall be reimbursed for professional dues and expenses for conferences, professional meetings and professional development expenses up to the amount of \$5,000 per year.

The Superintendent will be reimbursed for mileage at the prevailing rate of the City of Northampton for all travel, in state or out-of-state, incurred in the performance of his duties for the Northampton Public Schools.

The Superintendent will receive a cell phone stipend of \$45.00 per month.

- B. **SICK LEAVE:** Sick leave may also be used for emergency leave for illness in the immediate family of the Superintendent, which requires his presence for a period not to exceed five (5) working days. Immediate family for purposes of sick leave shall mean partner or spouse, father, mother, father-in-law, mother-in-law, sister, brother, child, grandfather, grandmother, and grandchild of the Superintendent.

In case of retirement or death of the Superintendent, he or his estate shall receive the amount of money equal to one third (1/3) of his accrued sick time based on 1/260th per day of his current salary as Superintendent. Retirement shall mean the filing of an application for state retirement benefits. The gross amount paid for accrued sick leave shall be capped at \$5,500.

The Superintendent shall be credited with fifteen sick days at the start of this contract on July 1, 2017 and accrue 15 days per year thereafter.

- C. **BEREAVEMENT LEAVE:** In the event of a death of the immediate family, or of any person residing in the household, the Superintendent shall be entitled to three (3) bereavement days. Immediate family includes partner, spouse, father, mother, father-in-law, mother-in-law, child, brother, sister, grandfather, grandmother, and grandchild of the employee.

- D. **PERSONAL DAYS:** The Superintendent shall be entitled to three (3) personal days for each year.

- E. **VACATION:** The Superintendent will have twenty-five (25) vacation days each year. Legal holidays will not be deducted from vacation time.

All earned vacation time will be paid to the Superintendent (or his estate) in the next pay period following retirement, termination or death at the then effective per diem rate of pay with the calculation based on 1/260th of the then annual salary per day.

The Superintendent may carry over up to ten (10) accrued vacation days to the following year. The Superintendent may transfer up to ten (10) unused vacation days at the end of each year to his accrued sick leave.

- VI. LEAVE OF ABSENCE: Any request for a leave of absence, extension or renewal of such leave shall be submitted in writing to the School Committee. Approval or disapproval shall be solely at the discretion of the Committee.
- VII. INSURANCE: The Committee agrees to pay the same percentage of the premiums for hospital and medical coverage in the City of Northampton's group plans that are provided through health maintenance organizations as the other professional employees of the school district. The Superintendent shall receive the same benefits as other employees of the district with regard to rights to defer compensation in the tax deferred annuities, pension and retirement contributions, and life insurance.
- VIII. DISABILITY: If the Superintendent is disabled from working as result of an injury suffered in the course of his employment, he will, during the period of his disability, in addition to any Worker's Compensation Benefits received, be entitled to receive such additional amount so that the Superintendent will not incur loss of salary, the amount to be deducted from sick or vacation leave. When sick and vacation leave is totally exhausted, only Worker's Compensation will be paid.

The Committee shall have the right to receive periodic medical examinations of the Superintendent by a physician of the Committee's choice to verify continued disability.

- IX. EVALUATION: The Superintendent shall be evaluated based on the Standards and Rubrics adopted by the Board of Education and DESE on a schedule agreed upon by the parties as set out below. The standards are: Instructional Leadership, Management and Operations, Family and Community Engagement, and Professional Culture. These may change as determined by the Board of Education. The evaluation shall reflect the five step cycle set out in Principles of Effective Administrative Leadership and Descriptors adopted by the Massachusetts Board of Education, 603 CMR 35.00, and any additional standards or goals mutually agreed upon. The Evaluation Instrument and the process of evaluation may be amended, modified or abbreviated by mutual agreement in writing by the Superintendent and the Committee. All evaluations shall be accomplished consistent with the provisions of M.G.L., c30A relative to Open Meeting Law.

In addition to an evaluation using the Massachusetts Framework for Educator Evaluation, the Committee and the Superintendent may also establish specific additional goals and criteria for each evaluation cycle provided they have been mutually agreed in writing, including a statement of the desirable outcomes for each goal. The criteria on which the Superintendent is to be evaluated regarding additional goals shall be mutually agreed upon and incorporated into the written evaluation instrument. The written agreement on additional goals must be entered into by no later than October 1 of each school year.

In the event that the summative evaluation indicates that the performance of the Superintendent is "unsatisfactory" or "needs improvement", an annual salary increase shall not be awarded as per Section IV (B) above. The Superintendent shall be provided a written description of the specifics that have given rise to this determination, the

improvements that are expected, and the indicators that will determine whether or not each deficiency cited is remediated.

In the event that a summative evaluation indicates that the performance of the Superintendent is "proficient" or "exemplary", a salary increase shall be awarded in the form of an adjustment to the Superintendent's base salary as per Section IV (A) above.

All meetings between the Superintendent and the Committee related to the evaluation of the Superintendent shall occur in open session consistent with the Massachusetts Open Meeting Law. Written evaluations, including members' individual assessments, if any, shall be available to the public upon request.

- X. DISMISSAL/TERMINATION/SUSPENSIONS: This contract may be terminated by the Superintendent or the School Committee. Termination by the Superintendent shall take place by giving at least one hundred twenty (120) days' written notice of the intention to terminate this contract. Written notice shall be by certified mail, return receipt requested, to the residence of the Vice Chair, with a copy to the Mayor.

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this agreement in accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

The Superintendent shall be subject to discharge for good causes by a majority vote of the School Committee. For purposes of the Contract, "good cause" shall mean any ground that is put forth by the employer in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination.

In the event that Committee desires to discharge the Superintendent for good cause, and the Superintendent declines to resign upon request, the Superintendent shall have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, fifteen (15) days' notice of the time and place of a hearing thereon, and a hearing before the Committee. Such hearing shall be conducted in accordance with the provision of M.G.L. c. 30A § 18-25. The hearing shall be public or private, at the option of the Superintendent. In the event a term pursuant to this paragraph, the Committee shall not be required to pay and the Superintendent shall not be entitled to receive salary payments and benefits payable after the effective date of the term. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at his own expense. The Superintendent may appeal his dismissal for good cause by filing a petition with the American Arbitration Association. In a challenge to a discharge of the Superintendent, the award may include back pay damages for the

balance of the contract term after the discharge and shall not include the reinstatement of the Superintendent to any position.

- XI. **COLLECTIVE BARGAINING:** Collective bargaining will be conducted by a negotiator for the School Committee. The Superintendent will not be the negotiation agent for the School Committee but will work closely with the negotiating agent, particularly during collective bargaining with teachers and administrators.
- XII. **RIGHTS OF THE COMMITTEE:** The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. It is acknowledged that, as elected representatives of the citizens of Northampton, the Committee has the responsibility for establishing educational policies and allocating resources for the Northampton Public Schools and further responsibility for setting standards for the efficient and economical operation of the school system. The Committee has the final responsibility for establishing the educational policies of the public schools in Northampton.

Nothing in the Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the statutes of the Commonwealth of the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way re-construed as limited to, the subjects mentioned in this Agreement.

As to every matter expressly not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of the Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law.

- XIII. **ENTIRE AGREEMENT:** This contract embodies the entire agreement between the Committee and the Superintendent, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in writing, executed by the Committee and the Superintendent. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.
- XIV. **INVALIDITY:** If a court of competence jurisdiction deems any provision of this Contract invalid, the remainder of this Contract shall continue in full force and effect.
- XV. **SIGNATURES**

Superintendent

John Provost

Date

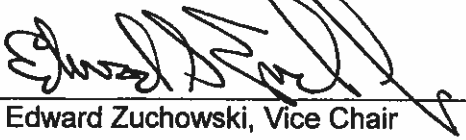
Northampton School Committee



David Narkewicz, Mayor, Chair

8/10/17

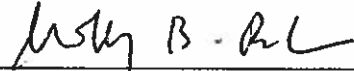
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Edward Zuchowski, Vice Chair

8/10/17

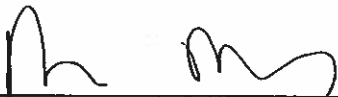
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Molly Burnham, Member

8/10/17

Date



Rebecca Busansky, Member

8/10/17

Date



Laura Fallon, Member

8/10/17

Date



Ann Hennessey, Member

8/10/17

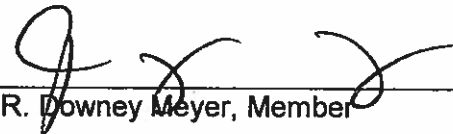
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Lonnie Kaufman, Member

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Date



R. Downey Meyer, Member

8/10/17

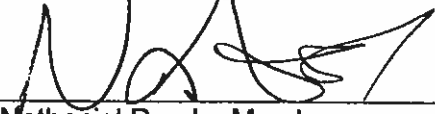
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Howard Moore, Member

8/10/17

Date



Nathaniel Reade, Member

10/12/17

Date